

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.  
150 West Jefferson Avenue, Suite 2500  
Detroit, MI 48226  
Telephone: (313) 963-6420  
Marc N. Swanson  
Email: swansonm@millercanfield.com

Attorneys for Brose North America Holding LP, and its affiliates

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re:	:	Chapter 11
	:	
DELPHI CORPORATION, et. al.,	:	Case No. 05-44481-RDD
	:	
Debtors.	:	
-----X		

**LIMITED OBJECTION OF BROSE NORTH AMERICA AND ITS AFFILIATES TO  
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND TO THE  
SUFFICIENCY OF THE DEBTORS' NOTICE**

Brose North America Holding LP and its affiliates, including Brose Gainesville, Inc.,  
Brose Chicago, Inc., Brosa Tuscaloosa, Inc., Brose Puebla SA de CV (collectively, "Brose"),  
state as follows for their objection to Assumption and Assignment of Executory Contracts and to  
the Sufficiency of the Debtors' Notice:

**Background**

1. On June 1, 2009, the Debtors filed their Supplement to Plan Modification Approval Motion. In that motion, the Debtors seek the Court's approval of modifications to their confirmed plan to implement and incorporate the provisions of a Master Disposition Agreement ("MDA") entered into among Delphi Corporation, GM Components Holdings, LLC ("GM Components"), a shell corporation formed by General Motors Corporation ("GM"), Parnassus Holdings II, LLC ("Parnassus"), a shell corporation formed by Platinum Equity Capital Partners

II, L.P. (“Platinum”), and “the other sellers and other buyers” referenced in the MDA. Pursuant to the Court’s MDA Sealing Order (Docket No. 17753), Schedule 1 (“Detail of Sellers and GM Buyers”) and Schedule 2 (“Detail of Sellers and Company [Parnassus] Buyer”) identifying the specific buyers and sellers of assets under the MDA have been filed under seal.

2. The MDA provides for the sale of some of the Debtors’ operating businesses to GM Components, or to some other nominee or nominees of GM, and the remainder of the Debtors’ operating businesses to Parnassus, or to some other nominee or nominees of Platinum. The Debtors’ remaining assets will remain with the Debtors for liquidation.

3. In connection with the sale of the Debtors’ operating businesses, the MDA further provides for the Debtors’ assumption and assignment to GM Components, Parnassus, or to some other nominees of GM or Platinum, as the case may be, of all or most of the executory contracts connected with the Debtors’ businesses that are being sold.

4. On June 16, 2009, the Court entered the Modification Procedures Order which, among other things, sets forth the procedures by which the Debtors are to provide notice to the non-debtor counterparties to the executory contracts proposed to be assumed and assigned.

5. Pursuant to the Modification Procedures Order, the Debtors filed the July 10, 2009 Notice of Filing Parnassus Assumption and Assignment Notices, the July 10, 2009 Notice of Filing GM Assumption and Assignment Notices, the Parnassus Assumption and Assignment Notices Errata Schedule 2, and the July 13, 2009 Notice of Filing Certain Corrected Parnassus Assumption and Assignment Notices (collectively, “Executory Contract Assignment Notices”).

6. The Executory Contract Assignment Notices purport to identify the numerous executory contracts that the Debtors propose to assume and assign pursuant to the MDA and to provide notice to the non-debtor counterparties of the proposed assumption and assignment.

**Argument**

7. On July 20, 2009, Brose received a document from a third party entitled, “July 10, 2009 Notice of Filing of Notices of Assumption and Assignment with Respect to Certain Executory Contracts or Unexpired Leases to be Assumed and Assigned to GM Components Holdings, LLC or Steering Solutions Services Corporation, As Applicable Under Modified Plan of Reorganization” (“Notice”).

8. The Notice provides that July 20, 2009 is the objection deadline with respect to the assumption and assignment of certain contracts between Brose and the Debtors listed on Schedule 1 and the contracts related to the business conducted at the manufacturing facilities identified on Schedule 2.

9. Upon information and belief, Brose asserts it has not received notice of additional contracts between Brose and the Debtors that the Debtors intend to assume and assign. Among the contracts Brose believes the Debtors intend to assume and assign are those between Brose Tuscaloosa, Inc. and the Debtors. If the Debtors intend to assume and assign these contracts, Brose asserts that the correct cure amount is no less than \$20,300.00. Additionally, among the contracts Brose believes the Debtors intend to assume and assign are those between Brose Gainesville, Inc. and the Debtors. If the Debtors intend to assume and assign these contracts, Brose asserts that the correct cure amount is no less than \$18,448.20. Brose expressly reserves its right to supplement and/or amend the above listed amounts.

10. Brose files this limited objection to the assumption and assignment of its contracts because, as of the time of this objection, Brose has been unable to identify which contracts the Debtors intend to assume and assign and the appropriate cure amount for these contracts. Given that Brose did not receive the Notice until the objection deadline, Brose files this limited

objection to ascertain which contracts the Debtors intend to assume and assign and the correct cure amount owed.

11. At this point, Brose has not been given sufficient notice of the assignment to permit Brose to exercise its rights to object and withhold its consent to the proposed assignment in an informed manner, and Brose further has not received the adequate assurance of future performance to which Brose is entitled under Bankruptcy Code § 365(b)(1)(C). For these reasons, Brose must and does object both to the proposed assignment, any related cure amounts, and to the sufficiency of the notice given to Brose.

12. It is possible and Brose's desire that this objection and other concerns can be resolved so that Brose would be able to withdraw this objection prior to the hearing on the Debtors' proposed assignment.

### **Conclusion**

For the reasons stated above, Brose objects to the assumption and assignment of the executory contracts between Brose and the Debtors and requests that the Court grant such other and further relief as may be appropriate and just.

Dated: July 20, 2009

Respectfully Submitted,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

/s/ Marc N. Swanson

Marc N. Swanson

Attorneys for Brose North America Holding LP and its affiliates

150 West Jefferson Avenue, Suite 2500

Detroit, MI 48226

E-mail: swansonm@millercanfield.com

Tel: (313) 496-7591

Fax: (313) 496-8451

**CERTIFICATE OF SERVICE**

I, Marc N. Swanson hereby certify that a true and correct copy of the:

***LIMITED OBJECTION OF BROSE NORTH AMERICA AND ITS AFFILIATES TO  
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND TO THE  
SUFFICIENCY OF THE DEBTORS' NOTICE***

was served upon the parties on the attached Service List via electronic mail or facsimile.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By /s/ Marc N. Swanson

Marc N. Swanson (MI P71149)  
150 West Jefferson Avenue, Suite 2500  
Detroit, MI 48226  
Telephone: (313) 963-6420  
Fax: (313) 496-8452  
Email: swanson@millercanfield.com

Dated: July 20, 2009

**Service List**

1. Delphi Corporation: Fax: 248.813.2673  
Attn: General Counsel
2. Counsel to the Debtors: [jack.butler@skadden.com](mailto:jack.butler@skadden.com),  
[ron.meisler@skadden.com](mailto:ron.meisler@skadden.com),  
[kayalyn.marafioti@skadden.com](mailto:kayalyn.marafioti@skadden.com),  
[gregory.fox@skadden.com](mailto:gregory.fox@skadden.com)
3. United States Trustee: Fax: 212-668-2255  
Attn: Brian S. Masumoto
4. Counsel for the Official Committee of Unsecured Creditors: [robert.rosenberg@lw.com](mailto:robert.rosenberg@lw.com),  
[mark.broude@lw.com](mailto:mark.broude@lw.com),  
[mitchell.seider@lw.com](mailto:mitchell.seider@lw.com)
5. Counsel for Agent with Postpetition Credit Facility: [donald.bernstein@davispolk.com](mailto:donald.bernstein@davispolk.com),  
[brian.resnick@davispolk.com](mailto:brian.resnick@davispolk.com)
6. Counsel for the Tranche C Collective: [rmancino@willkie.com](mailto:rmancino@willkie.com),  
[mabrams@willkie.com](mailto:mabrams@willkie.com)
7. Counsel for the United States Treasury: [john.rapisardi@cwt.com](mailto:john.rapisardi@cwt.com),  
[oren.haker@cwt.com](mailto:oren.haker@cwt.com)
8. Counsel for the United States Dept of Justice: [matthew.schwartz@usdoj.gov](mailto:matthew.schwartz@usdoj.gov),  
[joseph.cordaro@usdoj.gov](mailto:joseph.cordaro@usdoj.gov)
9. Counsel for General Motors: [jeff.tanenbaum@weil.com](mailto:jeff.tanenbaum@weil.com),  
[robert.lemons@weil.com](mailto:robert.lemons@weil.com)
10. Counsel for Parnassus Holdings II, LLC: [adam.harris@srz.com](mailto:adam.harris@srz.com),  
[david.karp@srz.com](mailto:david.karp@srz.com)